



CITY COUNCIL
CITY AND COUNTY OF HONOLULU
HONOLULU, HAWAII 96813-3065 / TELEPHONE 547-7000

GARY H. OKINO

Councilmember District VIII
Chair, Planning & Sustainability Committee
Telephone: (808) 547-7008
Facsimile: (808) 523-4220

January 31, 2008

Memorandum

To: All Councilmembers

Fr: Councilmember Gary H. Okino
Chair, Committee on Planning & Sustainability

Re: Request for Bids - ENV-0800261
Interim Shipping of City-Provided Municipal Solid Waste to a Mainland Landfill

Attached for your review and information are pertinent portions of the Request for Bids that the City recently issued for the Interim Shipping of City-Provided Municipal Solid Waste (MSW) to a Mainland Landfill for at least 36-months, and up to 72-months, at the option of the City.

This item will be on the February 5th agenda of the Planning & Sustainability Committee for discussion and status update.

The entire RFB is available for review on the Department of Budget and Finance, Purchasing Division's website.

RFB-ENV-0800261

NOTICE TO BIDDERS

SEALED TENDERS will be received up to and publicly opened at 2:00 p.m. on May 14, 2008, in the Office of the Division of Purchasing, Department of Budget and Fiscal Services, City Hall, City and County of Honolulu, Honolulu, Hawaii, for the Interim Shipping of City-provided Municipal Solid Waste (MSW) to a Mainland landfill, for at least 36 months, and up to 72 months, at the option of the City, as specified herein.

The City is in the process of increasing its waste to energy capacity in order to minimize the amount of waste going to landfill. This increased waste to energy capacity is scheduled to be operable to coincide with the conclusion of the interim shipping of waste period considered in this Contract. As waste to energy agreements and this Contract require the guaranteed delivery of waste by the City, it is essential that the City exercise its rights and responsibilities with respect to the flow control of waste as provided for in this Contract.

Before any prospective Bidder shall be entitled to submit a bid, the Bidder must certify that if awarded a contract pursuant to this Bid Solicitation, they will comply with the provisions of Section 103-55, Hawaii Revised Statutes (HRS), regulating wages, hours, and working conditions of Contractors supplying services to governmental agencies.

A pre-bid conference will be held on February 14, 2008, in the Kapolei Hale Conference Room, First Floor, 1000 Uluohia Street, at 10:00 a.m. local time. Bidders must submit with the bid Price Proposal the Bidder's response to each item listed in Exhibit 2, Bidders Qualifications, as required in Section 2 of the Special Provisions and provided for Section 11 of the General Instructions to Bidders. Failure to submit the Bidder's Qualifications as required may disqualify the Bidder from further consideration.

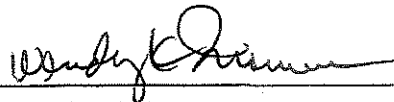
The schedule for this Service is summarized as follows:

Issue the Bid Solicitation	January 22, 2008
Pre Bid Conference	February 14, 2008
Bid Submittal	May 14, 2008
Contract Award	July 1, 2008

Service Contract Start Date July 1, 2009
(However, the parties may, by mutual agreement, agree to an earlier Service Contract Start Date).

Forms of certification, proposal, and specifications may be obtained from said Office of the Division of Purchasing upon application for Bid Solicitation Document No. RFB-ENV-0800261.

Questions relating to this bid solicitation may be directed to Vicki Kitajima of the Purchasing Division (808) 768-3960 or Frank Doyle of the Department of Environmental Services at (808) 768-3405.



WENDY K. IMAMURA
Purchasing Administrator
For Director of Budget and Fiscal Services
By Order of MUFI HANNEMANN, MAYOR
City and County of Honolulu

Form DF-P-55

(4/74)

CERTIFICATE

To: Director of Budget and Fiscal Services, City and County of Honolulu

Subject: Proposal No.: _____

Description of Project: _____

(To be filled in by prospective Bidder)

Pursuant to Section 103-55, H.R.S., I hereby certify that if awarded the Contract in excess of \$25,000, the services to be performed will be performed under the following conditions:

1. The services to be rendered shall be performed by employees paid at wages or salaries not less than wages paid to the public officers and employees for similar work.
2. All applicable laws of the Federal and State governments relating to workers' compensation, unemployment compensation, equal employment opportunity, payment of wages, and safety will be fully complied with.

Bidder: _____

By: _____

Title: _____

Date: _____

PRICE PROPOSAL
FOR THE INTERIM
SHIPPING OF MUNICIPAL SOLID WASTE (MSW)
PROVIDED BY THE CITY AND COUNTY OF HONOLULU
FOR THE
DIVISION OF REFUSE COLLECTION AND DISPOSAL
DEPARTMENT ENVIRONMENTAL SERVICES
CITY AND COUNTY OF HONOLULU

Date

Director of Budget & Fiscal Services
Honolulu City Hall
City and County of Honolulu
Honolulu, Hawaii 96813

The undersigned hereby agrees to furnish all labor, supervision, equipment, materials, transportation, insurance, appurtenances, and all other actual and implied expenses connected thereto to perform all work necessary and specified in the prescribed manner and time to finance, design, construct and operate as required for the interim shipping of MSW to a Mainland landfill, for a period of at least 36 months, and up to 72 months, at the option of the City, commencing July 1, 2009, as specified herein at the bid prices set forth below, all in strict compliance with the Price Proposal, Specifications, Special Provisions, General Instructions to Bidders, and General Terms and Conditions for Goods and Services attached hereto and by reference made a part hereof.

It is understood and agreed that the bid prices include all taxes which shall be applicable to the products or services or the furnishing, sale or purchase thereof, whether assessed against, chargeable to or payable by the City and County of Honolulu or any of its agencies or the undersigned.

It is understood and agreed that the products and services as specified herein are being furnished for the exclusive use of the City and County of Honolulu.

It is also understood and agreed that the undersigned agrees to submit its bid in accordance with the General Instructions to Bidders attached hereto.

It is also understood and agreed that the Director of Budget and Fiscal Services reserves the right to accept or reject any or all bids if, in the Director's opinion, such acceptance or rejection will be in the best interest of the City and County of Honolulu.

By submitting this bid the undersigned accepts the procedures, agreements and conditions as provided herein, including but not limited to Exhibit I of this Price Proposal, and the Specifications, Special Provisions, General Instructions to Bidders and General Terms and Conditions for Goods and Services (collectively, "Contract Documents") attached hereto, which are an integral part of this Proposal. Further, the undersigned certifies that it has reviewed and agrees to the methodology set forth herein to account for inflation rates, discount rates, and interest rates which, using said procedure, results in the Bid Price of \$/Ton_____as determined in Exhibit I, Line P of this Price Proposal.

It is understood that although the basis for determining the Contractor's Bid Price is as established in Exhibit I, payments shall be in accordance with the terms and conditions of this Price Proposal and the Contract Documents.

It is further understood that at all times during the term of this Contract that the City has the right and the responsibility to control the delivery of MSW to the Contractor and that the Contractor shall not procure or accept any MSW or other type of waste for shipping to a Mainland landfill except pursuant to this Contract, without the prior written approval of the Director of the City Department of Environmental Services. In addition, at the termination of this Contract, the Contractor agrees to cease all MSW shipping operations of waste generated in the City and County of Honolulu, unless the City approves its continuance in writing. In the event the Contractor does not cease all such MSW shipping operations, the Contractor shall be solely responsible for, and shall indemnify the City against, all damages and losses to the City arising there from, including but not limited to any and all loss of tipping fees, revenues and any and all reasonable attorneys' fees and costs required to enforce this provision.

**EXHIBIT I
ANNUAL
OPERATING AND MAINTENANCE EXPENSES
100,000 TONS PER YEAR**

A.	RECEIVING AND STORAGE	\$/TON_____
B.	PROCESSING	\$/TON_____
C.	BALING	\$/TON_____
D.	BALE STORAGE	\$/TON_____
E.	LOADING AND TRAILER TRANSPORT TO PORT	\$/TON_____
F.	PORT EQUIPMENT RENTAL	\$/TON_____
G.	UNLOADING TRAILER AND LOADING BARGE	\$/TON_____
H.	BARGING	\$/TON_____
I.	UNLOADING BARGE AND LOADING TRAILER	\$/TON_____
J.	PORT EQUIPMENT RENTAL	\$/TON_____
K.	TRANSPORT TO AND UNLOADING AT LANDFILL	\$/TON_____
L.	MAINLAND LANDFILL DISPOSAL	\$/TON_____
M.	TOTAL GUARANTEED MAXIMUM COST (LINES A TO L)	\$/TON_____
N.	ANNUAL REIMBURSABLE UTILITY COST	
1.	Electricity _____kwh per year at \$0.12/kwh	\$/TON_____
2.	Water _____ gal per year at \$1.00 per 1000 gal	\$/TON_____
3.	Sewer _____gal per year at \$2.00 per 1000 gal	\$/TON_____
4.	Fuel _____gal per year at \$3.00 per gal	\$/TON_____
5.	TOTAL ANNUAL UTILITY COST	\$/TON_____
O.	OTHER REIMBURSABLE OPERATING COSTS	\$/TON_____
P.	TOTAL ANNUAL OPERATING AND MAINTENANCE COST (LINES A TO O)	\$/TON_____

ATTACHMENT A
TO
EXHIBIT I

A. OTHER REIMBURSABLE OPERATING COSTS

- a. _____
- b. _____
- c. _____
- d. _____
- e. _____

\$/TON _____
\$/TON _____
\$/TON _____
\$/TON _____
\$/TON _____

**NOTES TO EXHIBIT I
AND ATTACHMENT A TO EXHIBIT I**

1. The total annual guaranteed maximum operating and maintenance cost for the Facility, is to be guaranteed as a maximum by the Bidder for the first year of operation beginning July 1, 2009 as specified in Line M of Exhibit I. For payment purposes thereafter, the guaranteed maximum cost will be based on the actual CPI increase or decrease from the CPI in effect on July 1, 2009 as provided for in Section 9 of the Special Provisions. Any and all applicable taxes shall be included in the cost for each item.
2. The Bidders must complete all lines of Exhibit I. Bidders shall fill in each line separately and shall not combine items. If any line is not applicable and not used, "N.A." shall be entered on such line.
3. The City will use the Bidder's utility cost provided and others included in Exhibit I and Attachment A to Exhibit I for bidding purposes only. Exhibit I shall be completed using the Bidder's guaranteed annual amounts for each utility and the utility costs specified by the City. Payments to the Contractor will be made based on actual rates paid at the time of billing, but in any event, no payment shall be made for any amount of each item of utility in excess of the successful Bidder's guaranteed amount.
4. Attachment A to Exhibit I shall be completed listing the description and cost of each item included when other operating costs are included by the Bidder.
5. The selected Contractor will be required to provide the City and County, at the entrance to the Contractor's facility, a property easement at a cost of one dollar per year, of sufficient area for the placement of a City-owned scale and scale house and associated equipment and vehicle access to which solid waste will be directed by the Director of Environmental Services. The easement will remain in effect throughout the interim shipping period required by the City. Waste will be

delivered to the Contractor only after it has been accepted and weighed at the City-owned scale facility located on that easement. The City will own, construct and operate the scale, scale house and all associated equipment. The equipment will be designed and constructed so that at the end of the Contract Term, the City shall remove these items and transport them to another City facility. The Contractor shall provide all electrical required for power and lighting of the scale and scale house and all associated equipment. The cost for providing the power and lighting will be paid by the City as provided for in Section 17, Change Order, of the General Terms and Conditions. The City will provide a portable comfort station for use by the City scale attendant.

6. Should the Contractor request delivery of potentially available ash or other waste by the City and be permitted at the sole discretion of the City, to ship ash or other waste to a Mainland landfill, then the total maximum price for the first-year of operations shall be as follows:

H-POWER ASH \$ _____ /TON (TOTAL ANNUAL QUANTITY POTENTIALLY
AVAILABLE IS APPROXIMATELY 80,000 TONS)
OTHER WASTE (IDENTIFIED BY THE BIDDER) \$ _____ /TON

The prices above for ash and other waste is a stand-alone cost and not included in the Price Proposal Exhibit 1.

7. In lieu of interim shipping of MSW to a Mainland landfill, the City may elect to dispose of the baled MSW at the Waimanalo Gulch Sanitary Landfill, or other disposal facility designated by the City, for future use at the City and County of Honolulu's H-POWER Facility. Should the Contractor be required to send baled waste, in excess of the 100,000 tons guaranteed to the Contractor for mainland disposal, to the Waimanalo Gulch Sanitary Landfill, or other disposal facility designated by the City, then the price for the first-year of operations shall be \$-----/TON. The price for ending baled waste to the landfill is a stand-alone cost and not included in the Price Proposal Exhibit I.

**EXHIBIT 2
BIDDER'S QUALIFICATIONS**

The Bidder shall submit with its bid:

1. A draft or final copy of all permits, letters of compliance, certifications, and, environmental assessments and other documents it has initiated or finalized to carry out the services intended by this Contract. Accepted _____
2. The Bidder shall attach to each document its proposed methods, actions or efforts to satisfy each of the stipulations, requirements, or conditions set forth in each document. Accepted _____
3. The Bidder shall submit the Bidder's site plan showing existing and proposed facilities, equipment, traffic routing and a detailed narrative of intended operations for this Contract. Accepted _____
4. The Bidder shall provide its back up plan should shredders and equipment and/or facilities require extended maintenance beyond any annual shutdown planned by the Bidder in the above narrative of operations in order to minimize the disposal of waste to the landfill. Accepted _____
5. The Bidder shall provide a back-up plan should there be a disruption of barge or disposal operations in order to minimize the disposal of waste to the landfill. Accepted _____
6. The Bidder shall provide a copy of proposed agreements for operation of the facility if the Bidder is not the operator, the barging contractor and the mainland disposal contractor. Accepted _____

Failure to provide the data in a responsive manner may result in the disqualification of a Bidder. The undersigned further understands and agrees that by submitting this offer, the Bidder is declaring that its offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and that the Bidder is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Bidder is:

☐ Sole Proprietor; ☐ Partnership; ☐ Corporation; ☐ Joint Venture;

☐ Other: _____

Respectfully submitted,

Authorized (Original) Signature

Print or Type Name and Title of Above

Exact Legal Name of Company (Bidder)

Payment address: _____
(If other than street address below)

City, State, Zip Code: _____

Business address: _____
(Street address)

City State, Zip Code: _____

Telephone Number: _____

Fax No: _____

E-Mail Address: _____

Person to Contact if Awarded: _____

State of Hawaii General Excise Tax License Number: _____

Federal Employer Identification Number: _____

SPECIFICATIONS

1. GENERAL DESCRIPTION. The Contractor shall provide all labor, supervision, equipment, materials, transportation, insurance, appurtenances, and all other actual and implied expenses connected thereto to perform all work necessary and specified in the prescribed manner and time to ship MSW to a permitted Mainland landfill for an interim period of at least thirty six (36) months commencing July 1, 2009 as specified herein at the bid prices set forth in the Price Proposal, all in strict compliance with the Price Proposal, Specifications, Special Provisions, General Instructions to Bidders, and General Terms and Conditions for Goods and Services attached hereto and by reference made a part hereof. The City shall deliver to the Facility the types of MSW shown in Exhibit A attached hereto and incorporated herein. The Facility, is to be located within five (5) miles to the east Campbell Industrial Park, where the MSW shall be received, processed and packaged for shipment in conformance with all Federal, State and local laws, permits, letters of compliance and requirements for disposal at a Mainland landfill. With the exception of dirt and green waste, all materials delivered shall be either recycled or shipped. It is understood that waste delivered and not shipped shall be disposed of with penalties for non-performance as specified herein, at the Waimanalo Gulch Sanitary Landfill, or other disposal facility designated by the City.

2. DELIVERY OF MATERIAL. The Contractor will be required to provide the City and County, at the entrance to the Contractor's facility, a property easement at a cost of one dollar (\$1.00) per year, of sufficient area for the placement of a City-owned scale and scale house and associated equipment and vehicle access to which solid waste will be directed by the Director of the Department of Environmental Services in order to assure the rights and responsibility of flow control by the City. Waste will be delivered to the Contractor only after it has been accepted and weighed at the City-owned scale facility located on that easement. The City will own, construct and operate the scale, scale house and all associated equipment. As this Contract is for the interim period during which the City is constructing its additional

waste to energy capacity, the equipment will be designed and constructed so that at the end of the interim period, the City shall remove these items and transport them to another City facility. The Contractor shall provide all electrical required for power and lighting of the scale and scale house and all associated equipment. The City will provide a portable comfort station for use by the City scale attendant.

The City shall deliver to the Contractor MSW currently delivered to the Waimanalo Gulch Sanitary Landfill, at the rate of approximately 2,300 tons per week Monday through Sunday for 48 weeks of each year of operation, allowing four (4) weeks for Contractor's scheduled and unscheduled maintenance. The City will guarantee delivery of 100,000 tons per year, as stated in Exhibit A. Except for the four (4) weeks allowed for the Contractors' scheduled and unscheduled maintenance, should the Contractor be unable to receive MSW on any given day of a week due to operating or maintenance conditions, then the City's obligation to deliver the guaranteed 100,000 tons per year shall be reduced by 300 tons per day for each day that the Contractor did not accept the waste and the City will be relieved of its obligation to deliver 2,300 tons in any such week. Should the Contractor desire more than 2,300 tons per week and the City is capable of delivering the additional tonnage without impact on its other operations, then the City upon written notification by the Contractor by Friday of the previous week regarding said desire, will use its best efforts to make such tonnage available.

MSW shall be delivered in vehicles presently delivering waste to the Waimanalo Gulch Sanitary Landfill and the H-POWER facility. MSW shall be received from 7:00 AM to 6:00 PM seven (7) days per week. The receiving and processing area for the delivery of MSW is not to be hindered by other recycling or yard activities during the period in which the vehicles are delivering their loads. The Facility shall provide adequate space to permit safe, efficient, and effective unloading and maneuvering of all vehicles such that the time from arrival to exit of all vehicles shall not exceed 30 minutes during normal operations.

Entry and exit from the Facility must be clear of obstructions and allow for safe access to and from public thoroughfares. All delivery vehicles shall be weighed and shall generate a print ticket as shown in Exhibit B. The City shall provide a daily computer print out and electronic transmittal to the Contractor comparable to the weighing operations at the Waimanalo Gulch Sanitary Landfill. The City shall have the Facility scale certified at least quarterly by a licensed scale contractor and provide a copy of the certification to the Contractor within two (2) working days of certification. Should the scale be off by more than one percent (1%) the scaled weights shall be adjusted either up or down and any adjustments of payments included in that quarter's monthly invoice. MSW, prior to baling, shall be stored in an enclosed area and shall not be stored outside the enclosed area except during an absolute emergency and upon the written approval by the City. Baled MSW prior to shipping shall be stored in accordance with all permit requirements.

No additional compensation will be made by reason of any misunderstanding or error regarding the quantity or types of MSW provided or the amount and kind of work to be performed in the acceptance, processing, storage, shipping or disposal of such waste. Submission of a bid shall be evidence that the bidder understands and will comply with the requirements of these Specifications if awarded the contract.

3. ACCEPTANCE OF MSW; RIGHTS OF CONTRACTOR TO REFUSE TO ACCEPT MSW.

The Contractor shall, subject to the hereinafter stated rights of refusal, accept, process, store and ship all MSW delivered to the Facility as provided in this Contract: The City shall use commercially reasonable efforts to not deliver or cause to be delivered to the Facility, MSW that does not meet the definition of MSW provided in Exhibit A or that could cause substantial damage or materially affect the operations of the Facility and shall use commercially reasonable efforts to ensure that the Facility does not become classified as a hazardous or toxic materials storage or processing facility as a result of such material being delivered by the City. In the event the City provides the Contractor material other than that defined in Exhibit A then the City shall be immediately notified of such failure and the Contractor shall stop shipment of MSW. If

appropriate, by both the City and the Contractor, the Contractor shall continue operations and store baled MSW until sampling results are received. The parties acknowledge that any partial or complete shutdown of the Facility for the reason for delivery of materials other than MSW, shall be considered an event of Force Majeure. The Contractor shall clean up, remove, and dispose of such non-conforming materials and the Contractor shall be paid all actual and reasonable costs incurred in the processing, storage, cleanup, removal, and disposal of such non-conforming materials, and/or in the declassifying or cleansing of the Facility as a Force Majeure condition. Should the City and the Contractor disagree on the costs incurred for this work, the costs shall be submitted to the Director of Budget and Fiscal Services for his decision. The Contractor is permitted to refuse, but shall not unreasonably refuse, any material delivered at other than the normal receiving hours of the Facility, or delivered during shutdowns of the Facility or delivered by the City on any week in excess of the agreed amounts. The City shall provide for alternative disposal of non-conforming materials MSW refused by the Contractor at the City's cost. MSW that the City and/or the Contractor documents were wrongfully refused by the Contractor shall be considered as diverted MSW and subject to penalties for non-performance. The Contractor and/or the City shall have the right to review such documentation and, if in disagreement, to submit it to the Director for his decision. It is understood and agreed that waste once accepted by the Contractor at the Facility, is the property of the Contractor and that all responsibilities including liability associated with shipping and disposal shall be the Contractor's and not that of the City.

4. PERMITS. The Contractor shall obtain all permits and licenses required by law and maintain same in full force and effect throughout the term of this Contract. Contractor shall pay all fees associated with permits and licenses required for the work to be performed under this Contract. The Contractor shall also comply with all Federal, State, City and local laws, ordinances, regulations, and permits, now in force and which may hereafter, during the term of this Contract, be passed and become effective. One month prior to the Service Contract Start Date of July 1, 2009, or such earlier Service

Contract Start Date that may be mutually agreed to by the parties, the selected Bidder shall provide to the City, three (3) copies of all permits, letters of compliance, certifications, contracts and sub-contracts, environmental assessments and other documents required for the operation of the Contractor's equipment and facilities, which are intended for use in this Contract. Prior to the City's initial delivery of MSW to the Facility, the Contractor shall provide the City written certification that all permit requirements have been met. The Contractor shall also provide the City with documentation of all subsequent renewals of said permits. Upon the lawful operation of the Facility, should the Contractor be unable to renew any existing permit, the operator must immediately notify the Department of Environmental Services. Unless other interim arrangements to operate the Facility are made with the appropriate agency, the Contractor shall cease to accept MSW during the period when it does not have a valid permit. In the event the Contractor is unable to accept MSW due to lack of permits, the Contractor shall pay the City's cost for the disposal of up to 2,300 tons per week of MSW otherwise disposed of by the City until all permits are obtained and the Facility is able to lawfully accept MSW.

5. RECORD KEEPING AND REPORTING. The Contractor shall maintain and keep proper books, records, and accounts in which complete and correct entries shall be made of all dealings and transactions relating to the Facility to the extent required to be maintained and kept under this Paragraph. Such records shall be open to inspection by the City excluding financial data relating to profits, tax returns, confidential documents and materials not related to the services provided pursuant to the Contract. The Contractor shall keep records covering the operations of the Facility and provide reports as follows:

- a. The City shall operate the Scale and transmit electronically to the Contractor all daily transactions. The Contractor shall maintain appropriate records pertaining to the delivery, acceptance, processing, shipping and disposal of MSW. Each vehicle shall be weighed upon entering the facility for processing waste under this Contract. Each transaction shall be electronically recorded and shall provide the time of transaction, and vehicle

identification including ownership, place of origin/destination, vehicle license, vehicle type, gross weight, tare weight and net weight. The same procedure shall be provided for all vehicles leaving the facility with processed waste. Documentation with respect to the quantity of waste transported by barging, rail and/or trucking and receipt and confirmation of disposal at the Mainland landfill shall be provided in a similar manner. All records shall be retained for a minimum of three (3) years or for such periods as may be specified by statutory or regulatory requirements, whichever is greater.

- b. On or before the 15th day following the end of each calendar month during the term of this Contract, the Contractor shall submit to the City in hard copy and on diskette in MS Word (current version) a report summarizing the operations and performance of the Facility for each day during the previous month. Spreadsheets may be in MS Excel (current version). The data included in such reports shall be sufficiently detailed to facilitate analyses of the operation and performance of the Facility and to verify that the Facility is operating in compliance with the requirements of this contract. The report shall describe major items of operations for the previous month including, but not limited to (1) a summary of tonnages delivered, processed, stored, shipped, rejected, and diverted; and (2) scheduled and unscheduled downtime including a description of maintenance activities during such periods. Such records shall be submitted to the City on appropriate electronic media, clearly identified for the period of operation covered.

6. FAMILIARITY WITH LAWS AND ORDINANCES. The submission of a bid on this work shall be considered as the representation that the Contractor shall at all times during the term of this Contract, be in compliance with all Federal, State and City laws, ordinances, regulations and permits which affect those engaged or employed in the work, or equipment used in the work, or which in any way affect the conduct of the work, and no pleas of misunderstanding will be considered on account of ignorance

thereof. If the Contractor discovers any provisions in the Specifications or Contract documents which are contrary to or inconsistent with any law, ordinance, regulation or permit, the Contractor shall immediately report it to the Director of the Department of Environmental Services in writing.

7. SUBMISSION OF CERTIFICATE OF INSURANCE. The successful Bidder must submit a certificate of insurance from its insurance company, demonstrating that the Contractor is in compliance with the insurance requirements set forth in the section entitled INSURANCE PROVISIONS, herein below, prior to the award of the Contract and within five (5) City working days from the date of receipt of the City's request, unless otherwise approved by the City. The successful Contractor shall provide certificates of insurance to the City annually.

8. INSURANCE PROVISIONS.

a. The Contractor shall, at the Contractor's own expense, procure and maintain (or cause to be procured and maintained) during the period of the Contract, and any extensions thereto, any and all insurance to cover Contractor's operations that may be required under any applicable federal, state or local laws, statutes, ordinances, rules or regulations. Such insurance shall include but not be limited to, the following types and amounts of insurance:

- (1) Workers Compensation/Employer's Liability Insurance. Workers compensation limits shall be in accordance with state statutes, and Employers Liability limits shall be not less than \$100,000 each accident for bodily injury by accident, or \$100,000 each employee, \$300,000 aggregate, for bodily injury by disease.
- (2) Automobile Liability Insurance, with minimum limits of not less than \$1,000,000 each accident.
- (3) Commercial General Liability Insurance, with minimum limits of not less than \$1,000,000 per occurrence, and shall cover liability arising from premises,

operations, independent Contractors, products-completed operations, personal injury, and liability assumed under an insured Contract.

- b. Policies providing coverage under paragraphs a (2) and a (3) above shall include the CITY AND COUNTY OF HONOLULU as ADDITIONAL INSURED.
- c. The insurance required above shall not be terminated, canceled or not renewed without 30 days prior written notice to the City, except for non-payment of premium. The Contractor shall provide and maintain current certificates of insurance, prepared by a duly authorized agent, or if requested, copies of the policies, evidencing the insurance in effect at all times during the period of this Contract.

EXHIBIT A
Types of Waste Constituting MSW
and
Estimated Tonnage currently delivered to Waimanalo Gulch Sanitary Landfill

Note	Tons/year
MSW - H-POWER Diversion Tonnage	43,000
MSW - H-POWER Shutdown Tonnage	64,000
Residential Bulky and Convenience Center Waste	57,000
Business and Commercial Waste	57,000
Autofluff	23,500
H-POWER Residue	101,000
Sewage Sludge	28,000
Metals	12,000
Dirt and Rock	7,500
Construction Demolition Waste	32,000
TOTAL:	425,000
Tonnage to be Shipped	
TOTAL above less H-POWER Residue, Auto fluff, Sludge, C&D, Dirt & Rock, H-POWER Shutdown, 50% of H-POWER Diversion	147,500
H-POWER diversion tonnage varies from week to week. The City guarantee will be:	100,000

NOTE: H-POWER Ash is disposed of in the WGSL monofill and is not included in the above tonnage